

AT A RECESSED MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 19TH DAY OF MAY NINETEEN HUNDRED EIGHTY-SIX AT 1:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman
Stewart U. Taylor, Vice-Chairman
Jack D. Edwards, Berkeley District
Thomas D. Mahone, Jamestown District
Perry M. DePue, Powhatan District

James B. Oliver, Jr., County Administrator
Darlene L. Burcham, Assistant County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES

Mr. Oliver began the work session on the Ware Creek Reservoir project by summarizing the history of water in James City County.

Wayland Bass outlined the history of the Ware Creek Project and indicated the County is now in the process of preparing the final Environmental Impact Statement and responding to numerous objections and comments from environmental agencies.

Andrew M. Snyder, Water Development Engineer, made comments regarding the following environmental issues being addressed in the Ware Creek final Environmental Impact Statement.

1. Aerial Mapping - Additional contour mapping is needed to inventory existing wetland areas, to correct existing mapping in the area and to help form the Mitigation Plan. The additional aerial mapping will cost about \$13,000.
2. Wetlands Mitigation Plan - The identification and quantification of existing wetlands and preparation of the best possible comprehensive Mitigation Plan will cost about \$48,000.
3. Anadromous Fish - National Marine Fisheries is now saying that Ware Creek is probably not an anadromous fish stream, but have indicated concern relative to white perch which will probably need to be addressed.
4. Archaeological Study - The Archaeological Study of the Ware Creek Reservoir area will cost approximately \$20,000.
5. Blue Heron Rookery - We are still exploring this issue.
6. Water Quality Analysis - Have been taking water quality samples since November of 1985 and will be providing data for a computerized analysis by the Federal Agencies. Water quality modeling by James City County will cost approximately \$5,000.
7. Downstream Water Release - The quantity of water to be released from the dam for the benefit of the downstream environment is another environmental issue. Gathering field data and computer modeling by the County will cost approximately \$50,000.

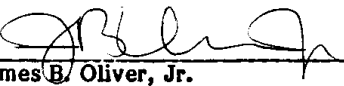
Mr. Snyder indicated that funds to perform this environmental work are available from prior year appropriations.

Mr. Taylor suggested looking at the York River State Park for wetland mitigation possibilities.

Louis Guy made the following comments regarding other water supply alternatives which are being evaluated as part of the environmental impact process:

1. Ground Water - The Corps of Engineers and EPA will use USGS models and USGS data as well as the Newport News test well data to evaluate groundwater availability.
2. Reverse Osmosis Treatment of Brackish Groundwater - The EPA is studying this process as a possible alternative for the Gloucester County Beaver Dam Swamp Reservoir and will also study this issue for the larger region, including James City County.
3. The James River above Richmond - The 1984 Corps of Engineers Study recommended the James River above Richmond as a water supply source for the Peninsula. This will be looked at further as an alternative to Ware Creek.
4. Withdrawal from the James River below Richmond was suggested by some of the Federal Agencies. The Health Department has ruled out this option for public health reasons.
5. The Federal Agencies suggested recycling waste water. Again, the Health Department has ruled out this option for health reasons.
6. The Pamunkey River - Hanover County is currently developing the Crump Creek off-stream storage project which would store water from the Pamunkey River. No pipeline to James City County is currently being planned.
7. The Federal Agencies are very interested in regional solutions. We believe that Ware Creek is part of a regional water solution for two reasons: (a) this project will increase the productivity of Peninsula water supplies; and (b) the project has received regional support.
8. Water Conservation - Water demand projections by the Corps of Engineers and James City County assume decreasing per capita consumption due to conservation practices.
9. The No Action Alternative - Preparation of the final Environmental Impact Statement will include a description of consequences if Ware Creek is not constructed.

The Board recessed at 2:30 p.m.


James B. Oliver, Jr.
Clerk to the Board

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 19TH DAY OF MAY NINETEEN HUNDRED EIGHTY-SIX AT 3:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman, Roberts District
Stewart U. Taylor, Vice-Chairman, Stonehouse District
Jack D. Edwards, Berkeley District
Thomas D. Mahone, Jamestown District
Perry M. DePue, Powhatan District

James B. Oliver, Jr., County Administrator
Darlene L. Burcham, Assistant County Administrator
Frank M. Morton, III, County Attorney

**B. MINUTES - April 17, 1986 - Budget Work Session
May 5, 1986 - Regular Meeting**

Mr. Mahone made a motion to approve the minutes as presented.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

Mr. Brown presented Katie Hall, Steve Wesson, Mr. Stokes and Ms. Hannum with a resolution proclaiming Student Government Day. Mr. Brown stated the Board appreciates all the interest the school has shown and stated he hopes this activity will help make more people aware of what the County is doing.

Ms. Katie Hall accepted the resolution and stated that it will be interesting to compare City and County government, as some students participated with the City of Williamsburg and other students with James City County.

C. PRESENTATION - Williamsburg Community Hospital

Mr. John Zimmerman, Campaign Executive Committee, and Mr. Kenneth Axtell, President, Williamsburg Community Hospital, encouraged the Board to consider donating \$100,000, which could be made payable over a five-year period, to the Williamsburg Community Hospital to help fund the upgrading and expansion of the Ambulatory Surgery Center and the Family Maternity Center. Mr. Axtell and Mr. Zimmerman stated the upgrading and expansion are necessary to meet the needs of the growing number of patients admitted in these two departments.

Mr. Edwards asked Mr. Axtell what process was followed to obtain the necessary permits for the hospital expansion.

Mr. Axtell responded that a Certificate of Public Need was obtained from the Commonwealth of Virginia last February prior to the Campaign Committee's presentation to the Hospital Board.

Mr. DePue inquired if the City of Williamsburg and York County had contributed funds.

Mr. Axtell responded that the City of Williamsburg has agreed to contribute \$100,000 and a request for this same amount has been made to York County.

Mr. Brown inquired if all the proposed expansions would be within the present facility.

Mr. Axtell responded in the affirmative.

Mr. Brown noted that the Board had received a package describing the proposal and informed Mr. Axtell and Mr. Zimmerman that the Board will request a recommendation from staff and the matter will be brought back for the Board's consideration at the next meeting.

D. HIGHWAY MATTERS

Mr. Brown asked Mr. Frank Hall, Resident Engineer, if Route 199 had been dropped from the Six-Year Plan and inquired when the next official Six-Year Plan would be out.

Mr. Hall responded that the Highway Department has not received a copy of the Six-Year Plan. Mr. Hall stated that Route 199 is listed in the present day needs that cover the six-year time frame. Mr. Hall further stated that the next proposed Six-Year Plan should be out around June 15, 1986 and then would be sent to the Highway Board for their official approval at their July meeting.

Mr. Edwards inquired as to why the Highway Department did not use dotted lines at more intersections to mark turn lanes.

Mr. Hall responded the Highway Department had just begun using dotted lines at intersections and requested the Board notify the Highway Department if they knew of problem intersections where the dotted lines would help the flow of traffic.

Mr. Brown noted that a tentative allocation on the Six-Year Plan had been received in the mail today and he requested staff to review the document.

Mr. Brown asked Mr. Hall to investigate the outcome of his request to the Highway Department to consider placing a sign on I-64 north of Toano advising motorists they could use the next three exits to get to the Lightfoot and Outlets Limited Mall area.

Mr. Hall stated that the Suffolk Department makes those decisions and he will look into the matter.

Mr. Brown asked Mr. Hall if any new information has come to light as a result of the public hearing held on April 3, regarding the Route 199 Corridor.

Mr. Hall responded that the transcript was still being prepared and that once the transcript is completed it will be sent to the Central Office in Richmond and copies will be forwarded to departments and directors for their review. Mr. Hall stated that after this review, a recommendation will go to the Highway Board for official action.

Mr. DePue sought confirmation that the Highway Department was currently conducting a study as to the feasibility of placing a right-turn lane off Centerville Road onto Richmond Road.

Mr. Hall confirmed that the study is underway.

Mr. Mahone noted that South Carolina uses reflectors to mark between road lanes and requested Mr. Hall to check to see if reflectors could be used to mark the intersection of Ironbound and Strawberry Plains Roads as the streetlight installed is not in an advantageous position to light the road properly.

Mr. Hall responded that the Highway Department is just now purchasing reflectors and he would check into installing the reflectors at this intersection.

Mr. Taylor commented that he had attended Government Classes at Lafayette High School and the major issue discussed was Route 199, which he felt indicated young people as well were interested in this issue.

Mr. Mahone inquired about the turn lanes on John Tyler Highway at St. George's Hundred and First Colony.

Mr. Hall responded that the plans and specifications would be advertised this month and put out to contract around the first week of July.

Mr. Hall reported that the Highway Department has been instructed to complete road improvements at the entrance of BASF and Pocahontas Trail, to include a traffic signal and widening of Pocahontas Trail on the side next to the railroad tracks. Mr. Hall stated the traffic signal will be operational by January 1, 1987.

In response to a question raised in a Work Session on the Six-Year Plan, Mr. Hall stated he had received a memorandum from the Highway Department's Budget Director outlining the shortfall for construction, which is \$106.7 million less on a state-wide basis.

Mr. Taylor requested the Highway Department clear culverts on Chickahominy Road.

E. PUBLIC HEARINGS - None

F. CONSENT CALENDAR

Mr. Brown asked Board members if they wished to remove any items from the Consent Calendar. As no items were removed, Mr. Brown made a motion to approve all items on the Consent Calendar.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

1. Student Government Day

RESOLUTION

Student Government Day

WHEREAS, the Students and Teachers of Government Classes at Lafayette High School, in an effort to learn more about their local government, and observe first-hand the daily duties of employees in various government offices, will be working with these employees this day; and

WHEREAS, their interest and participation is recognized, appreciated and encouraged by this Board.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Supervisors of James City County, Virginia, that in recognition of the interest and participation of these Students and Teachers, that May 19, 1986 be proclaimed

STUDENT GOVERNMENT DAY

2. Longhill Boulevard

RESOLUTION

PARTICIPATION IN STATE HIGHWAY CONSTRUCTION MATCH PROGRAM

WHEREAS, the Longhill Road corridor is one of the fastest growing residential areas of James City County; and

WHEREAS, traffic volumes on Longhill Road and Ironbound Road have increased 65% and 39% respectively between 1980 and 1984; and

WHEREAS, traffic congestion at the intersection of Longhill Road and Ironbound Road has become a recurring inconvenience as well as a potential threat to public safety.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County does hereby authorize the expenditure of \$248,730, pursuant to Section 33.1-75.1 of the Code of Virginia, to be matched by an equal amount from the Virginia Department of Highways and Transportation, for the purpose of constructing a new connector road between Longhill Road (Route 612) and Ironbound Road (Route 615).

3. Virginia Power Agreement

RESOLUTION

Authorization to Execute Agreement with
Virginia Power to Purchase Electricity

WHEREAS, James City County requires electricity for the operation of the government and to provide services to its citizens; and

WHEREAS, an Agreement with Virginia Power has been negotiated on behalf of the County by the Virginia Municipal League and the Virginia Association of Counties.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby authorizes its Chairman to execute the Agreement For The Purchase Of Electric Service By Municipalities And Counties Of The Commonwealth Of Virginia From Virginia Electric And Power Company, attached hereto, and incorporated by reference.

4. York County/New Kent County Landfill Agreements

RESOLUTION

York County and New Kent County
Landfill Agreements

WHEREAS, James City County currently has agreements with York County and Kew Kent County to allow certain waste to be disposed of at the James City County Landfill; and

WHEREAS, the costs associated with accepting such wastes justify that York County and Kew Kent County should pay an increased fee for the acceptance of such waste; and

WHEREAS, a fee of \$20 per ton is an appropriate and reasonable fee for the acceptance of waste material.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized and directed to give written notice to York County terminating the current landfill agreement and to negotiate and enter into a new agreement specifying a fee of \$20 per ton for the acceptance of certain York County waste material.

BE IT FURTHER RESOLVED that the County Administrator is authorized and directed to notify New Kent County that pursuant to the existing landfill agreement that the fee for acceptance of New Kent County refuse shall be increased to \$20 per ton.

5. Driver Safety Awareness Month

RESOLUTION

Driver Safety Awareness Month

WHEREAS, on Virginia Highways we have been losing almost 1,050 motorists and suffering nearly 53,000 injuries a year; and

WHEREAS, over half of all highway fatalities are alcohol related, and there is proof beyond doubt that the use of safety belts reduces the occurrence of these deaths and injuries by approximately one-half; and

WHEREAS, traffic accidents and deaths cost taxpayers, employers and insurance policy holders tens of billions of dollars each year; and

WHEREAS, the two most effective ways to reduce deaths and injuries is to promote the use of safety belts and discourage drinking and driving.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby designate the month of JUNE, 1986, as

"DRIVER SAFETY AWARENESS MONTH"
in JAMES CITY COUNTY

and calls upon all drivers in James City County to buckle their safety belts; to refrain from drinking and driving at all times; and to continue this practice after this month and for all times thereafter.

6. Marking of Powhatan Creek

RESOLUTION

Marking of Powhatan Creek

WHEREAS, Powhatan Creek has previously been marked by the U.S. Coast Guard with buoys to facilitate navigation of the channel; and

WHEREAS, such markings have benefited area boaters in safe navigation of the Creek; and

WHEREAS, the U.S. Coast Guard has recently discontinued marking the channel.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, respectfully requests the U.S. Coast Guard to re-install four navigational aids at the mouth of Powhatan Creek.

7. Set Public Hearing Date of June 16, 1986 for an Ordinance to Authorize Acquisition of Land - Alabama Company

8. Authorization to Destroy Tax Tickets

RESOLUTION

Authorization to Destroy Tax Tickets

WHEREAS, the Public Records Act, 42.1-76 et seq. of the Code of Virginia, requires that the local governing body be petitioned for authorization to destroy paid tax tickets that have been retained for five years after audit; and

WHEREAS, paid tax tickets for the years 1963 to 1965 have been retained in excess of five years after audit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that paid tax tickets for the years 1963 to 1965 be destroyed by burying at the County Landfill and witnessed by the County's Records Specialist.

G. BOARD CONSIDERATIONS

1. Summer Food Service Program for Children

Staff recommends adoption of the resolution.

Mr. Taylor inquired as to how this appropriation compared to last year's appropriation.

Mrs. Darlene Burcham responded that last year, as well as this year, staff required the Board to appropriate the maximum amount the County might have to spend. Mrs. Burcham stated that when the final audit was completed on last year's program only \$3,580 of the \$12,305 appropriated was actually spent. Mrs. Burcham stated it is hoped that this year's expenditure will end up being comparable with last year's expenditure, but the actual cost will not be determined until the end of the summer when staff receives all necessary information. Mrs. Burcham further stated that the only way to establish eligibility is to wait until the children have enrolled and staff receives all the eligibility information.

Ms. Sandi McPherson, Director, Parks and Recreation, stated 9,400 lunches were served last year and it is anticipated that approximately the same number of lunches will be served this year. Ms. McPherson further stated the reason additional funds are being requested this year is due to a price increase in lunches.

Mr. Taylor inquired if the extra funds left over from this project went back to the General Fund.

Mrs. Burcham responded in the affirmative.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

RESOLUTION

**Appropriation of Funds for the
Summer Food Service Program**

WHEREAS, James City County desires to submit an application to the U.S. Department of Agriculture for funds totalling \$17,442 to be used for the Summer Food Service Program for children participating in the James City County Summer Recreation Program; and

WHEREAS, the Board of Supervisors of James City County is desirous of such a program serving all County summer recreation areas, and has provided local funds for this purpose in prior years, when necessary; and

WHEREAS, a local appropriation is needed for the 1986 Summer Lunch Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County Virginia, appropriates \$13,472 from Contingency to the Summer Lunch Program on a continuing appropriation basis.

BE IF FURTHER RESOLVED that the Board appropriates the following subject to receipt of a grant award on a continuing appropriation basis:

Revenues:

Revenues from the Federal Government	\$17,442
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Expenditures:

Summer Lunch Program	\$30,914
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BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to execute the necessary agreement and contract to carry out all eligible summer food service activities.

2. Adoption of Application Fee for Agricultural and Forestal Districts

Mr. Frank Morton stated the Virginia Code mandates that an application fee shall not exceed \$150 or the actual cost of processing and reviewing an application, whichever is less. Mr. Morton stated he has discussed this matter with other localities and it is clear that \$150 will not cover advertising costs which are mandated by the State Code; costs could be as high as \$250. Mr. Morton stated that if the actual cost of processing and reviewing an application is less than \$150, the actual cost will be charged.

Mr. Taylor inquired if the fee would be prorated in the situation where several parcels are included in the application and held by different owners. Mr. Taylor also inquired if the names of all property owners would appear on the application.

Mr. Morton responded that it would be up to the applicants to prorate the fee. Mr. Morton further stated that through discussion with other localities, the property owners sort out these issues among themselves prior to submitting the application. Mr. Morton stated that during the review process of an application, other owners may be added.

Mr. Taylor inquired if the Advisory Committee had been established and if anyone had initiated an application.

Mr. Morton responded that the committee will be established when the first application is filed. Mr. Morton suggested the Board discuss possible appointees prior to officially establishing the committee. Mr. Morton further stated no applications have been received to date.

Mr. DePue stated he will not support a fee at this time. Mr. DePue stated that once the transition period is over and land use participants have had the chance to change over to the forestal program then a fee could be established. Mr. DePue noted that because the Board revoked the land use program it was not right to take advantage of land use participants by charging them a fee to convert to the the forestal district program.

Mr. Taylor stated time is a factor and feels the committee should be established as soon as possible.

Mr. Morton responded that the Board could establish the committee at this time, but the committee will need to be formally established when the first application is filed.

Mr. DePue stated he feels that appointing good people to the Advisory Committee could entice others to join the forestal program and add credibility to the program.

Mr. DePue reiterated that it is his understanding that staff will provide an outreach program to notify current participants in the land use taxation program, in writing, of the termination of that program and to explain the procedures to be followed when making an application for the forestal district program.

Mr. Morton stated several meetings have been held in an attempt to get as many issues clarified as possible before applications are filed. Mr. Morton noted that a sample application has been prepared.

Mr. Brown stated that he feels it is a good idea to form the Advisory Committee at this time. Mr. Brown suggested Mr. DePue and Mr. Mahone be invited to attend the next forestal district meeting, as representatives for the Board.

Mr. Oliver stated the next forestal district meeting will be held this Thursday at 2:30 p.m. Mr. Oliver encouraged the Board not to take action on this matter today if they were uncomfortable with it.

Mr. Mahone stated time is a factor and that we needed to let property owners know what the application requirements would be.

It was the consensus of the Board to defer action on this matter until June 2, 1986.

Mr. Brown noted that the last item of unfinished business from the FY87 budget discussions was the contribution to the Chamber of Commerce.

Mr. Edwards stated he feels the formula of 80 percent to the Tourism Bureau and 20 percent to the Chamber was a good decision by the Board of the Chamber, but encouraged other Board members to offer a better formula.

Mr. DePue stated he realizes the Board does need to make a decision on this matter today, even though he may not completely agree with the Chamber decision. Mr. DePue stated he would prefer to allocate 100 percent to the Tourism Bureau, but stated he will not make that motion if it prevents the Board from making a decision today. Mr. DePue indicated that he would support the recommended formula only for this year. Mr. DePue stated that the issue of the Chamber not knowing what to expect from the County each year needed to be addressed at a later date.

Mr. Edwards stated that he agrees with Mr. DePue and that he is interested in eventually giving the Chamber funds for particular projects that are innovative and have a particular impact on the County. Mr. Edwards further stated that approving this formula for FY87 does not commit the County to use the same formula in future years.

Mr. Taylor stated he will support the formula but would prefer the contribution to be less than \$43,000.

Mr. Mahone stated he feels it is in the best interest of the County to remain a member of the Chamber even though he feels the membership fee is excessive. Mr. Mahone suggested paying the membership fee to the Chamber and contributing the remaining funds to the Tourism Bureau, as tourism is one of the County's biggest industries.

Mr. DePue stated he feels it would be best to have more than a 3-2 vote on this issue. Mr. DePue stated he will support a higher allocation to the Tourism Bureau.

Mr. Edwards stated he opposes a different allocation and stated he likes to think that the 20 percent contributed to the Chamber does have an impact on the commercial establishments in the County.

Mr. Taylor stated he would prefer to cut the contribution to \$30,000.

Mr. Brown stated he feels there is too much emphasis on short-term advertising and too little emphasis on conferences. Mr. Brown stated he preferred promoting tourism in the off-season.

Mr. DePue made a motion to allocate 20 percent of \$43,000 to the Chamber and 80 percent to the Tourism Bureau.

Mr. Mahone made a motion to amend \$43,000 to \$40,000.

Mr. Brown suggested that the Board consider shifting more of the \$43,000 to the Tourism Bureau and not reduce the total amount.

Mr. Mahone withdrew his motion.

Mr. DePue withdrew his motion and made a substitute motion to allocate \$40,000 to the Tourism Bureau and no appropriation to the Chamber.

Mr. Brown made a motion to amend the substitute motion to appropriate \$3,000 to the Chamber.

Mr. Edwards stated that the most important thing gained from the Chamber Committee's discussion was the agreement between innkeepers and non-innkeepers on how to divide funds. Mr. Edwards stated he does not feel the small amount being discussed was worth starting discussions between these two parties again. Mr. Edwards stated he will oppose any motion to change the allocation of 80 percent to the Tourism Bureau and 20 percent to the Chamber.

Mr. Brown withdrew his motion and made a substitute motion to allocate \$40,000 to the Tourism Bureau and \$3,000 to the Chamber.

Mr. Edwards stated he is in an unhappy position in that if he votes against the motion, it will look like he is voting against the Chamber.

Mr. Taylor stated he opposes the motion because he would prefer the contribution to be \$40,000 or less.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone (4). NAY: Taylor (1). The motion passed by a 4-1 vote.

H. PUBLIC AUDIENCE - None

L. REPORTS OF THE COUNTY ADMINISTRATOR - None

J. BOARD REQUESTS AND DIRECTIVES

Mr. Edwards inquired if the BASF dinner would be rescheduled.

Mr. Oliver responded that the dinner will be rescheduled and the Board will be notified of the new date.

Mr. DePue reported that discussions regarding the Norge Post Office were at a critical stage, but he was encouraged that there were several long and short-term solutions for keeping the Post Office in Norge.

Mr. Mahone reported that a tentative meeting date of May 29th at 7:30 p.m. in Building D is scheduled for Mr. DePue and himself to meet with School Board members to discuss an amendment to the Public Facilities Plan to include a new school site. Mr. Mahone suggested Mr. Oliver and Mr. John McDonald attend the meeting.

Mr. Mahone inquired as to the disposition of property acquired by the County on Moses Lane since the County withdrew its application for a container site. Mr. Mahone stated it would be his preference to offer the property back to the previous owners.

Mr. Morton responded that condemnation proceedings had been filed on one parcel, but would be withdrawn unless it is determined that the parcel would be required for a waterline.

Mr. DePue requested staff prepare a report on the status of the Moses Lane parcels acquired by the County and the amount of money involved in this matter.

Mr. DePue made a motion to go into Executive Session to discuss personnel and legal matters pursuant to Section 2.1-344(a)(1) and (6) of the Code of Virginia, 1950 as amended.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

The meeting convened into Executive Session at 4:24 p.m. and reconvened into public session at 5:34 p.m.

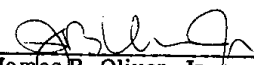
Mr. Brown made a motion to nominate Eula Radcliffe and Dorothy Allen to the Clean County Commission.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

Mr. Brown made a motion to recess until 7:00 p.m. on June 2, 1986.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

The Board recessed at 5:35 p.m.


James B. Oliver, Jr.
Clerk to the Board

AGREEMENT FOR THE PURCHASE OF
ELECTRIC SERVICE BY MUNICIPALITIES AND COUNTIES
OF THE COMMONWEALTH OF VIRGINIA
FROM VIRGINIA ELECTRIC AND POWER COMPANY

This Agreement, made this 24th day of March, 1986 between James City County, a unit of local government of the Commonwealth of Virginia, hereinafter called the "Customer", and the Virginia Electric and Power Company, hereinafter called the "Company" provides that in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows:

1. PURCHASE AND SALE

A. Purchases From the Company

The Customer will purchase from the Company and the Company will sell to the Customer, pursuant to the provisions of this Agreement and the Terms and Conditions For The Purchase Of Electric Service By Municipalities and Counties and to the applicable schedules of charges, attached hereto and made a part hereof, the electric service requested by the Customer (including the service being furnished on the effective date of the Agreement) within the territory served by the Company in the Commonwealth of Virginia.

B. Purchases From the Customer

The Company will purchase electricity under a separate agreement from the Customer's generating facilities in accordance with the Public Utility Regulatory Policies Act of 1978 (PURPA) and the Federal and Virginia rules that implement (PURPA), if the generating unit qualifies for such treatment.

2. TERM

The term of this Agreement shall be from July 1, 1985 to June 30, 1988 .

3. RATES AND CHARGES

The schedules of charges available hereunder are listed below. Any use of electricity for which no schedule of charges is listed will be supplied in accordance with the Miscellaneous Light and Power Service and Traffic Control Service Schedule.

- A. Miscellaneous Light and Power Service and Traffic Control Service
- B. All-Electric Building Service
- C. Water Pumping, Sewage Pumping and Sewage Disposal Service
- D. Roadway, Directional and Area Lighting Service - Sodium Vapor
- E. Roadway, Directional and Area Lighting Service
Incandescent, Mercury Vapor and Urbanlites
- F. Street Lighting Fixtures on Bridges and Overpasses
- G. Street Lighting Patrol Service
- H. Street Lighting - Special Fixtures
- I. Fuel Adjustment Clause
- J. Temporary Service Charge
- K. Excess Facilities Service Rate

The specific application of the applicable rate schedule to specific connection points may, at the request of the Customer, be enumerated in Exhibits to be attached hereto. Other service points may be identified, in writing, for inclusion under this Agreement at such times as the need for service develops.

Nothing in this Agreement shall be construed as precluding the parties hereto from entering into a separate contract for negotiated rates or services of a special nature.

At the time of execution of this Agreement, individual governmental entities may elect to be billed on the appropriate jurisdictional rates on file with the State Corporation Commission of Virginia in effect at the time of the execution of this Agreement and as they may change from time to time provided that all accounts for that governmental entity are billed on jurisdictional rates.

4. RETROACTIVE EFFECT

NOTWITHSTANDING an election by any governmental entity pursuant to Section 3 to be billed on filed jurisdictional rates, the rates applicable hereunder are retroactive to all governmental entities (except those previously billed on jurisdictional rates) to the beginning of the term of this Agreement as set forth in Paragraph 2 hereof and the Customer will pay to the Company the difference between the charges to it as calculated under those rates and the charges as previously paid.

5. GENERAL

A. Unless otherwise specifically agreed in writing, this Agreement cancels and supersedes as of the effective date hereof all previous agreements and supplemental agreements between the Customer and the Company for electric service covered by this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors or assigns of each of the parties hereof.

B. This Agreement shall be binding upon the Customer and the Company only when executed by a duly authorized official or authorized representative thereof, and shall not be modified by any promise, agreement or representation of any agent or employee of either party hereto except in writing and executed by such a duly authorized official or officer.

C. The obligations of the Company and the Customer for service under this Agreement are subject to appropriations by Customer's governing body to pay for such service.

VIRGINIA ELECTRIC AND POWER COMPANY

By: W. H. Blackwell, Jr. Title Vice President

CUSTOMER'S NAME: James City County

X By: William F. Brown Title Chairman

William F. Brown

(Information requested below to be filled in only if approval obtained or required by Customer.)

At a regular meeting of the Board of Supervisors of the County of James City held on May 19, 19 86, this Agreement was presented for approval as prescribed by its rules of order, was approved, and the above officer was authorized to execute same on its behalf.

Attest James B. Oliver, Jr. Clerk

2-20-86

TERMS AND CONDITIONS
FOR THE PURCHASE OF ELECTRIC SERVICE
BY MUNICIPALITIES AND COUNTIES - VIRGINIA

I. REQUEST FOR ELECTRIC SERVICE

The Customer shall request and the Company shall supply, electric service at mutually agreed upon locations in addition to those served as of the effective date of this Agreement. Requests for connection of service or disconnection of service will be made in writing.

II. NORMAL SERVICE

A. The Company will supply to the Customer 60 Hertz electricity of the phase and Company standard nominal voltage desired by the Customer to each mutually agreed upon delivery point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired. The characteristics at which electricity will be furnished at each delivery point will be given in writing to the Customer.

B. The Company shall not be required to supply electricity unless the Customer's installation has been made in accordance with the applicable provisions of the Company's published Information and Requirements for Electric Service.

C. The Company will make application for the permits and acquire the easements necessary to build its supply facilities to the property occupied by the Customer. If needed the Company may request the assistance of the Customer in obtaining these permits and easements. The Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Customer's wiring, and access for all other proper purposes, including an easement from the land owner for the Company's facilities. The Company shall not be required to supply electricity until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, and easements. Beginning March 1, 1987, with proper coordination between the Company and the Customer, service will be supplied within ninety days from the later of:

- i. the time written authorization is received from the customer,
- ii. the time all above documents are obtained or
- iii. if within a new subdivision, after the back-bone of electrical facilities (primary feeders and transformers) is installed.

D. Should any change or changes in the service connection furnished the Customer by the Company be made necessary by any requirements of public authority, the entire cost of such changes on the Customer's side of the delivery point shall be borne by the Customer. The delivery point shall be the point where the Company's conductors for supplying electricity are connected to the Customer's conductors for receiving electricity unless otherwise mutually agreed.

E. Whenever service (other than temporary service) is connected or reconnected for the Customer at any particular location, a service connection charge of \$15.00 will be made. Notwithstanding the foregoing, the connection charge will not be made for unmetered street and traffic control light connections.

III. ELECTRIC LINE EXTENSIONS

A. The Company shall not be obligated to construct or own any overhead line extension or other facilities to provide the Customer with electricity, the cost of which shall exceed four times the additional continuing annual revenue, excluding all fuel revenue, reasonably to be expected by the Company from any such overhead line extension or other facilities. If the estimated cost of installing the overhead line extension or other facilities is in excess of four times the anticipated additional continuing annual revenue, excluding all fuel revenue, the Customer will pay to the Company an amount equal to the excess cost. Service to underground street lighting will be provided in the same manner.

B. Existing master metered installations will continue to be master metered, except that at the Customer's request, the Company may provide in lieu thereof, individually metered service provided the Customer shall pay to the Company the amount by which the estimated new cost to the Company of providing such individually metered service, including any excess facilities provided at the location, exceeds four times the net increase in the estimated annual revenue including any facilities charge revenue. The location of the new delivery points shall be determined by mutual agreement.

C. Within any major metropolitan high load density center which has been mutually agreed upon by the Customer and the Company as an "Underground Distribution Area," the Company will make electric underground line extensions under conditions similar to those specified in III.A. above, except that the Company shall not be obligated to construct or own any electric underground line extension beyond the property line of the Customer.

D. The Company will supply to the Customer underground service in an area not designated as an "Underground Distribution Area" upon payment of (1) the estimated differential in cost if any, between the underground and overhead facilities and (2) the amount by which the estimated cost of the overhead facilities exceeds four times the anticipated annual revenue, excluding all fuel revenue.

1. When, by mutual agreement, the Customer provides trenching and backfilling or furnishes a meter pedestal approved by the Company or when the costs of trenching and backfilling are shared by another utility, the Company's charge for providing underground service will be reduced by the average reduction in cost to the Company resulting therefrom.

2. When payments are to be made under this Paragraph III.D. financial arrangements satisfactory to the Company shall be made prior to the installation of any facilities.

3. Within any development for which underground electric service has been contracted, pursuant to this Paragraph III.D., only electric underground service will be provided and it will be pursuant to such paragraph.

E. When the Customer, in an area not designated by the Company as an "Underground Distribution Area," requests the Company to convert an existing overhead service to underground, such service will be furnished in accordance with Paragraph III.D. above, provided that the owner or customer, in addition, pays to the Company (1) the original cost depreciated of any existing overhead facilities adequate to serve the load less estimated value of salvage, plus (2) the estimated cost of removing such overhead facilities.

IV. VOLTAGE VARIATION

A. Unless otherwise agreed by the parties hereto in writing and attached hereto, the Company will endeavor to supply voltages within the following limits:

The variation from nominal voltage to minimum voltage will not exceed 7.5% of nominal voltage, and the variation from nominal voltage to maximum voltage will not exceed 7.5% of nominal voltage. Variations in voltage in excess of these specifications arising from causes beyond the control of the Company shall not be considered a violation hereof.

B. The following definitions apply to terms used above:

Nominal Voltage - The reference level of service voltage.
Maximum voltage - The greatest 5-minute mean or average voltage.
Minimum Voltage - The least 5-minute mean or average voltage.

V. METER READING AND BILLING

A. Normally electricity will be furnished through one delivery point and one set of metering apparatus.

B. Meters may be read in units of 10 kWh and bills rendered accordingly.

C. The metering equipment installed by the Company to measure the electricity used by the Customer shall be tested by the Company in accordance with the Company's standard meter testing practices.

D. The Company will, without charge, make a test of the accuracy of registration of the metering equipment upon the request of the Customer, provided the Customer does not request such a test more frequently than once in each 24 months. If more than one request test is made in a 24-month period, the Customer will pay all costs of making all tests other than the first test.

unless the results of such additional request test indicate the accuracy of the meter to be more than 2% fast or slow, in which case no charge for said request test will be made.

E. When a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Company's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration the Company will rebill the Customer for the correct amount as reasonably calculated for a period equal to one-half of the time elapsed since the last previous test, but in no case for a period in excess of twelve months. The percentage registration of a meter will be calculated by the "weighted average" of light load and full load, which is calculated by giving a value of 1 to the light load and a value of 4 to the full load.

F. Whenever it is found that unmetered electricity is being used as a result of tampering, the Customer will pay to the Company an amount reasonably estimated by the Company to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for.

G. Whenever it is found that, for any reason other than incorrect calibration or tampering, the metering apparatus has not registered the true amount of electricity which has been used by the Customer, the electricity used during the entire period of incorrect registration will be reasonably estimated, based upon all known pertinent facts, and the amount of electricity so estimated will be used in calculating the corrected bill. The Company will rebill the Customer for the adjusted amount for a period equal to one-half of the time elapsed since the last previous test of the metering apparatus but in no case for a period in excess of twelve months.

H. The Customer shall provide at a mutually agreeable location suitable space for the installation of the necessary metering apparatus which space shall normally be:

1. Substantially free from vibration.
2. An outside location for all residential service. For other services including large residential apartment premises, an indoor location is preferred. However, the location for such metering equipment shall be acceptable to the Company.
3. Readily accessible and convenient for reading, testing, and servicing.
4. Such that apparatus will be protected from injury by the elements or the negligent or deliberate acts of persons.

I. The Company will furnish electricity to the Customer for use only on the premises owned or leased by the Customer. Electric service shall not be provided or allowed under this Agreement to a separately metered privately owned residence or business providing any type of service to the public. The electricity furnished by the Company shall not be submetered by the Customer for resale or assignment to another entity in such a manner which allows the

Customer or the other entity to profit from such submetering. The Customer may, however, install submetering equipment in an apartment house or complex, office building, or other public facility for each individual dwelling unit or rental unit as long as such submetering fairly allocates the cost of each individual dwelling unit's or rental unit's electrical consumption and electrical demand charges on the basis of the charges made to the Customer. The Customer shall not impose on the tenant any charges over and above those charged to it by the Company, except that an additional service charge not to exceed one dollar per month per dwelling unit or rental unit may be collected to cover administrative costs and billing. Further, the Customer shall maintain adequate records regarding submetering and shall, upon request make such records available for inspection by the tenant during reasonable business hours. The provisions of this section shall not restrict the right of the Customer to recover in periodic lease payments the tenant's fair share of electricity costs attributable to common areas and costs incurred by the Customer in establishing and maintaining the submetering system.

VI PAYMENTS

A. The supply of electricity by the Company is contingent upon payment of all charges due from the Customer.

B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due on the next bill date. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations. In no event shall the time between the date of billing preparation and the date by which payment must be received in the Company's office in order to avoid a late payment charge be less than 35 days. In the event payment shall not be received within 35 days of the bill date, a late payment charge of

1.5 percent per month will be imposed from the bill date to the date of payment on all past due amounts. No late payment charge shall be imposed if the Company fails to mail bills promptly after the billing date. The Customer may designate its billing address.

C. Initial and final bills for street and traffic lighting services shall be prorated based on the number of days of service covered by such bill as compared to 30 days.

D. Bills are payable at any office of the Company or to any collector or collection agency duly authorized by the Company. Payment shall be paid without regard to any counterclaim but shall not affect the Customer's claim therefor.

VII. USE OF ELECTRICITY BY CUSTOMER

A. In order to protect the Company's equipment, electricity supplied to those locations served by the Company shall not be used in conjunction with any other source of electricity without previous written consent of the Company (see Section XI. hereof and the applicable rate schedule attached hereto), except that emergency standby generation may be used without such written consent during periods when the electricity supplied by the Company may fail or be interrupted.

B. Because the Company's facilities used in supplying electricity to the Customer have a definite limited capacity and can be damaged by overloads, the Customer shall give adequate notice to the Company and obtain the Company's written consent before making any substantial change in the amount or use of the load connected to the Company's service.

C. The Customer shall not use electricity in any manner which will be detrimental to the Company's supply of electricity to other customers. The Company reserves the right, but shall have no duty, to determine the suitability of apparatus or appliances to be connected to its service by the Customer, and to refuse to continue or supply electricity if it shall determine that the operation of such apparatus or appliances may be detrimental to its general supply of electricity.

VIII. RESPONSIBILITY OF CUSTOMER AND COMPANY

A. The Customer shall be responsible for keeping persons and vehicles which it reasonably believes to be unauthorized away from Company property installed on the Customer's premises.

B. The Customer will make a reasonable effort to protect the Company's property on the Customer's premises, but shall not be liable for the cost of repairs of damage to such property unless same was caused by the willful misconduct or negligence of Customer's employees or agents.

C. Electricity is supplied by the Company and purchased by the Customer upon the express condition that after it passes the delivery point, it becomes the property of the Customer to be used only as herein provided; and unless the negligence of the Company shall be a proximate cause thereof, the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the delivery point, or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Customer or for the inspection or repair thereof.

D. The Company shall protect, maintain and repair the Company's wiring and equipment, and shall be responsible for any liability that might accrue therefrom. The Customer shall protect, maintain and repair the Customer's wiring and equipment, and shall be responsible for any liability that might accrue therefrom. Should the Customer report trouble with the supply of electricity, the Company will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting such trouble as may be in the Company's equipment supplying the Customer. It is understood that the Company has no responsibility to inspect equipment of the Customer and will normally not make such an inspection. However, if the trouble appears to be in the Customer's wiring or appliances, the Company's employees may, if requested by the Customer, make such inspection of the Customer's wiring or equipment as the Company's employees are prepared to make, but any such inspection of the Customer's wiring or equipment by the Company's employees is made with the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Company's employees except the Company retains all responsibility for gross negligence of its employees.

E. Starting January 1, 1986, the Company will follow its policy for cleaning and relamping of Company owned street and outdoor lighting fixtures as follows:

1. mercury vapor fixtures are to be cleaned and relamped approximately every four years
2. high pressure sodium vapor fixtures are to be cleaned and relamped on a "spot" basis. (The Company will develop by March 1, 1987 a cleaning and relamping policy for high pressure sodium vapor fixtures.)

Upon request, the Company will provide to the Customer on an annual basis the location where such cleaning and relamping has taken place.

IX. RIGHT OF ACCESS

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of reading meters of the Company, removing its property and for any other proper purpose.

X. EXCESS FACILITIES SERVICE

Whenever a Customer requests the Company to supply electricity to a single premises as described in Section X. A. below in a manner which requires the Company to supply equipment and facilities in excess of those which the Company would normally provide in Section II. above, and the Company finds it practicable, such excess equipment and facilities shall be provided under the following conditions:

A. Electricity will be supplied through such excess equipment and facilities only to a single premises consisting of contiguous property not divided by any dedicated public street, road, highway, or alley or by property not owned or leased by the Customer.

B. The facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Company and shall be installed in a place and manner as mutually agreed upon. All equipment furnished and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to supply electricity at more than one delivery point, the Company supplied facilities interconnecting the delivery points shall be located on the Customer's premises. The charge for such excess facilities shall be calculated as specified in the Excess Facilities Service Rate schedule attached hereto.

C. Whenever a Customer requests the Company to furnish an alternate source of supply that the Company would not normally furnish, the Facilities Charge for the alternate supply facilities shall be calculated as specified in the Excess Facilities Service Rate schedule attached. When the facilities used to provide alternate service to a Customer are also used to serve other customers, the cost of such facilities shall be included in the calculation of the Facilities Charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.

D. The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the parties have executed such agreements and fulfilled such other conditions as may be appropriate for the installation contemplated.

E. Electricity will be supplied in accordance with this Section X for the purpose of master metering residential dwelling units only at those Customer locations contracting or applying for such service or for which a building permit has been obtained prior to July 1, 1980. A master metered residential dwelling unit includes, but is not limited to, Apartments, Townhouses, Condominiums, and Mobile Home Parks.

F. Nothing in this Section X shall be construed to prohibit the Customer from serving any Customer load on any contiguous property whether or not divided by a public street, road, highway, or alley or property not owned by the Customer through Customer owned, maintained and operated equipment so long as the other provisions of these Terms and Conditions are not violated.

XI. STANDBY AND PARALLEL OPERATION SERVICE FOR CUSTOMERS OPERATING AN ELECTRIC POWER PLANT

A Customer operating an electric power plant in parallel with the Company's facilities and requiring standby service may elect service under this Agreement provided the Customer contracts for the maximum kW which the Company is to supply at a delivery point. Standby and parallel operation service is subject to the following provisions:

- A. Suitable relays, metering equipment and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the highest average demand measured during any 30-minute interval (Maximum Measured Demand) exceeds the contract demand, the contract demand shall be increased by such excess demand. The contract demand may be changed by mutual agreement as to the amount of change and term of agreement; however, in no case shall the contract demand be reduced below the Maximum Measured Demand of the preceding eleven billing months.
- C. The total monthly charge for electricity under this section shall be the sum of a., and b. below:

a. The greater of:

	Effective Date			
	7-1-85	1-1-86	7-1-86	7-1-87
(1) Contract demand per kW	\$3.29	\$3.55	\$3.68	\$3.84

or

(2) Monthly kWh @

	Effective Date			
	7-1-85	1-1-86	7-1-86	7-1-87
Municipal	3.043¢	3.282¢	3.408¢	3.561¢
County	3.950¢	4.230¢	4.409¢	4.628¢

- plus
b. Monthly kWh x [(the rate per kWh currently effective in the
applicable rate schedule)
- (rate per kWh listed in C.a.2. above)
+ (monthly fuel adjustment factor)];

XII. INTERRUPTIONS TO THE SUPPLY OF ELECTRICITY

A. The Company will use reasonable efforts to furnish an uninterrupted supply of electricity, but it does not undertake to guarantee such an uninterrupted supply. Therefore, should the supply of electricity fail or be interrupted or become defective through act of God, or the public enemy, or Federal, State, municipal, county or other public authority, or because of accident, strikes or labor troubles, or any other cause beyond the reasonable control of the Company, the Company shall not be liable for such failure, interruption or defect.

B. In the event of a power shortage or an adverse condition or disturbance on the system of the Company or on any other directly or indirectly interconnected system, the Company may, without notice and without incurring liability, take such emergency action as, in the judgment of the Company, may be necessary. Such emergency action may include, but not be limited to, reduction or interruption of the supply of electricity to some customers or areas in order to compensate for a power shortage on the Company system or to limit the extent or duration of the adverse condition of disturbance on the Company's system or to prevent damage to the Customer's equipment or the Company's generation or transmission facilities, or to expedite the restoration of service. The Company may also reduce the supply of electricity to compensate for an emergency condition on an interconnected system.

C. In the event the Company cannot supply all of its customers the usual requirements of each by reason of strikes, accidents, want of fuel, or for any other reason, the Company may, without notice and without incurring liability, implement a distribution circuit disconnection procedure on a rotating basis to the extent necessary to prevent an uncontrolled power interruption or to conserve fuel, to the extent required under the circumstances, in which event the amount of load curtailed, the length of each circuit's outage, and the duration of the program will be determined on the basis of what is, in the Company's opinion, reasonably necessary to minimize adverse impact on the public health and safety and facilitate restoration of normal service to all customers at the earliest time practicable.

D. If the Company in good faith believes that, because of civil disorder, riot, insurrection, war, fire, or other conditions beyond the reasonable control of the Company in the vicinity of its energized facilities, it is necessary to de-energize a portion of its facilities for the protection of the public, or if ordered by duly constituted public authority to do so, the

Company may, without incurring liability, de-energize its facilities in such vicinity or in such related area as may be practically required, and the Company shall not be obligated to furnish electric service through such facilities, but the Company shall be prompt and diligent in re-energizing its facilities and restoring its service as soon as it believes in the exercise of reasonable care for the protection of the public and the employees of the Company that such action can be taken with reasonable safety.

Virginia Electric and Power Company

A₂

COUNTY MISCELLANEOUS LIGHT AND POWER SERVICE AND
TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable for miscellaneous light and power service and traffic control service for any county, or board, agency or authority thereof.

II. MONTHLY RATE

- A. Miscellaneous Light and Power Service for each metered service, or in the absence of a meter, per connection

	<u>Effective</u>		
<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>
6.548¢	7.118¢	7.410¢	7.767¢

- B. Traffic Control Service per unmetered connection

	<u>Effective</u>		
<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>
5.078¢	5.480¢	5.693¢	5.960¢

- C. The minimum charge for Miscellaneous Light and Power and/or Traffic Control Service shall be such as may be contracted for but not less than \$5.50* per billing month per meter or in the absence of a meter, per connection. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

- D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

Bills are due and payable from the billing date as provided in Paragraph VI of the Terms and Conditions of the Agreement of which this schedule is a part.

- IV. All traffic control signals shall be installed by and maintained at the cost and expense of the Customer.

* Minimum charge \$5.00 from July 1 - December 31, 1985
(Continued)

A₂

COUNTY MISCELLANEOUS LIGHT AND POWER SERVICE AND
TRAFFIC CONTROL SERVICE

(Continued)

V. FESTOON LIGHTING AND OTHER DECORATIVE LIGHTING

- A. Festoon and other decorative lighting facilities installed, owned and maintained by or for the Customer may be attached to Company owned poles provided the Customer pays to the Company the rates and charges contained in this schedule, and appropriate charge(s) as outlined in the Temporary Service Charge schedule attached hereto, and provided such installation is approved in advance by the Company. Permission to attach on poles or structures not owned by the Company must be secured by the Customer from the owner of such poles or structures.
- B. The Customer assumes all responsibility for such festoon or other decorative lighting installations and agrees to save the Company harmless from any loss, cost, injury or damage to persons or property resulting out of or arising from the installation, operation, use, non-use or removal of such installation.

VI. AVAILABILITY OF SCHEDULE

This schedule will be available on and after July 1, 1985 through June 30, 1988.

Electric - Virginia
County

Superseding Schedule Effective 07-01-82
This Schedule Effective 07-01-85

B₂

COUNTY
ALL-ELECTRIC BUILDING SERVICE

I. APPLICABILITY

This schedule is applicable for all electric building service for any county, or board, agency or authority thereof which owns or leases a building for public purposes in which electric heating equipment has been permanently installed and in which electricity is used for all purposes including space heating, water heating and/or cooking.

II. MONTHLY RATE

A. Energy Charges:

	<u>7-1-85</u>	<u>Effective</u> <u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>
for billing months of June through September	6.548¢	7.118¢	7.410¢	7.767¢
for billing months of October through May	6.140¢	6.709¢	7.000¢	7.356¢

B. The minimum charge shall be such as may be contracted for but not less than \$5.50* per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

Bills are due and payable from the billing date as provided in Paragraph VI of the Terms and Conditions of the Agreement of which this schedule is a part.

VI. AVAILABILITY OF SCHEDULE

This schedule will be available on and after July 1, 1985 through June 30, 1988.

*Minimum charge \$5.00 from July 1 - December 31, 1985

Electric - Virginia
County

Superseding Schedule Effective 07-01-82
This Schedule Effective 07-01-85

C₂

COUNTY WATER PUMPING
WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

I. APPLICABILITY

This schedule is applicable for water pumping, sewage pumping and sewage disposal service for any county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Energy Charge:

	<u>7-1-85</u>	Effective <u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>
For all on-peak kWhs	6.548¢	7.118¢	7.410¢	7.767¢
For all off-peak kWhs	5.668¢	5.982¢	6.278¢	6.635¢

B. The minimum charge shall be such as may be contracted for but not less than \$5.50* per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

Bills are due and payable from the billing date as provided in Paragraph VI of the Terms and Conditions of the Agreement of which this schedule is a part.

IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-peak hours effective July 1, 1985 - December 31, 1985 are defined as the hours between 9:00A.M. (E.S.T.) and 9:00P.M. (E.S.T.) daily.

On-peak hours effective January 1, 1986 are defined as the hours between 7:00a.m. and 10:00p.m. (E.S.T.) daily.

B. Off-peak hours are defined as all other hours than those listed in Paragraph IV.A. above.

V. This schedule will be available on and after July 1, 1985 through June 30, 1988.

*Minimum charge \$5.00 from July 1 - December 31, 1985

Electric - Virginia
County

Superseding Schedule Effective 07-01-82
This Schedule Effective 07-01-85

MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE

SODIUM VAPOR

I. APPLICABILITY

Service on this schedule is available to any municipality or county, or any board, agency or authority thereof for roadway, directional and area lighting service.

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. High Pressure Sodium Vapor (HPSV) Units

Approximate Lumens	Input Wattage	Monthly kWh	Rate Per Unit Per Month			
			Effective			
			7-1-85	1-1-86	7-1-86	7-1-87
5,000 HPSV	82	30	\$ 8.30	\$ 8.30	\$ 8.54	\$ 8.74
8,000 HPSV	120	40	\$ 8.77	\$ 9.19	\$ 9.38	\$ 9.62
14,000 HPSV	202	70	\$10.65	\$11.16	\$11.39	\$11.68
23,000 HPSV	315	105	\$14.89	\$15.61	\$15.94	\$16.34
42,000 HPSV	490	160	\$22.55	\$23.63	\$24.13	\$24.74
127,000 HPSV	1,130	380	\$34.91	\$36.59	\$37.36	\$38.30

2. Ultra Style - Rectangular shaped luminaires which provide sharp cut-off light patterns along with decorative, environmental qualities, applicable to Area and Roadway Lighting Service.

Approx. Lumens	Type	Input Wattage	Monthly kWh	Rate Per Unit Per Month			
				First Unit Per Pole Effective			
				7-1-85	1-1-86	7-1-86	7-1-87
5,000 HPSV		82	30	\$22.51	\$23.59	\$24.09	\$24.70
8,000 HPSV		120	40	\$23.23	\$24.35	\$24.86	\$25.49
14,000 HPSV		202	70	\$24.56	\$25.74	\$26.28	\$26.94
23,000 HPSV		315	105	\$27.78	\$29.12	\$29.73	\$30.48
42,000 HPSV		490	160	\$31.49	\$33.00	\$33.69	\$34.54

Approx. Lumens	Type	Input Wattage	Monthly kWh	Rate Per Unit Per Month			
				Each Additional Unit Per Pole Effective			
				7-1-85	1-1-86	7-1-86	7-1-87
5,000 HPSV		82	30	\$ 8.33	\$ 8.73	\$ 8.91	\$ 9.13
8,000 HPSV		120	40	\$ 9.06	\$ 9.50	\$ 9.70	\$ 9.94
14,000 HPSV		202	70	\$10.80	\$11.32	\$11.56	\$11.85
23,000 HPSV		315	105	\$14.04	\$14.71	\$15.02	\$15.40
42,000 HPSV		490	160	\$17.75	\$18.60	\$18.99	\$19.47

(Continued)

Electric - Virginia
Municipal - County

Superseding Schedule Effective 07-01-82
This Schedule Effective 07-01-85

MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
SODIUM VAPOR

(CONTINUED)

3. Directional Lighting Service

			<u>Rate Per Unit Per Month</u>							
<u>Approx.</u> <u>Lumens</u>	<u>Type</u>	<u>Monthly</u> <u>kWh</u>	<u>First Unit</u> <u>Per Pole</u>				<u>Each Additional</u> <u>Unit on Same Pole</u>			
			<u>Effective</u>				<u>Effective</u>			
			<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>	<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>
42,000	HPSV	160	\$23.63	\$24.77	\$25.29	\$25.93	\$15.21	\$15.94	\$16.28	\$16.69
127,000	HPSV	380	\$35.77	\$37.49	\$38.28	\$39.25	\$25.58	\$27.86	\$28.45	\$29.17

4. Interstate - Specifically designed luminaires which allow greater spacing and up to 40 foot setbacks from the outside lane edge of highways.

		<u>Rate Per Unit Per Month</u>							
<u>Approx.</u> <u>Lumens</u>	<u>Type</u>	<u>Input</u> <u>Wattage</u>	<u>Monthly</u> <u>kWh</u>	<u>First Unit</u> <u>per Pole</u> <u>Effective</u>				<u>Each Additional</u> <u>Unit on Same Pole</u> <u>Effective</u>	
				<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>	<u>7-1-86</u>	<u>7-1-87</u>
23,000	HPSV	315	105	\$37.51	\$39.31	\$40.14	\$41.15		
42,000	HPSV	490	160	\$40.65	\$42.60	\$43.50	\$44.60		

		<u>Rate Per Unit Per Month</u>							
<u>Approx.</u> <u>Lumens</u>	<u>Type</u>	<u>Input</u> <u>Wattage</u>	<u>Monthly</u> <u>kWh</u>	<u>Each Additional</u> <u>Unit on Same Pole</u> <u>Effective</u>				<u>Each Additional</u> <u>Unit on Same Pole</u> <u>Effective</u>	
				<u>7-1-85</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>7-1-87</u>	<u>7-1-86</u>	<u>7-1-87</u>
23,000	HPSV	315	105	\$22.78	\$23.87	\$24.37	\$24.98		
42,000	HPSV	490	160	\$25.92	\$27.17	\$27.74	\$28.44		

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II. A. above. The minimum charge shall be increased by any applicable fuel adjustment factor.

(Continued)

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Municipal - County

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MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
SODIUM VAPOR

(CONTINUED)

III. PAYMENTS

Bills are due and payable from the billing date as provided in Paragraph VI of the Terms and Conditions of which this Schedule is a part.

IV. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make either overhead or underground installations in accordance with Paragraph III of the Terms and Conditions of the Agreement of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly. The Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within three working days after such report for overhead installations and within five working days for underground installations. If not repaired in that time, the Customer or his representative shall then report the condition to the District Manager in the Customer's district. If after such report, repair has not been made within an additional two working days for overhead or five working days for underground, the Company will adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company. The above schedule will not be applicable to outages caused by and requiring abnormal or extraordinary circumstances/repairs.

V. AVAILABILITY OF SCHEDULE

This schedule will be available on and after July 1, 1985 through June 30, 1988.

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Municipal - County

Superseding Schedule Effective 07-01-82
This Schedule Effective 07-01-85

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MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE

INCANDESCENT, MERCURY VAPOR, AND
URBANLITES CLOSED TO NEW INSTALLATIONS REQUESTED
AFTER JANUARY 1, 1983 EXCEPT AS OUTLINED HEREIN

I. APPLICABILITY

Service on this schedule for the incandescent, mercury vapor and urbanlites lighting units listed below is available to any municipality or county, or any board, agency or authority thereof for roadway, directional and area lighting service for installations existing as of January 1, 1986 only. Other units listed below are available only as described in the next paragraph.

Existing incandescent (until removed under the Company's incandescent removal plan), mercury vapor or urbanlites units as listed below will continue to be supplied at those locations being served as of January 1, 1986 at the rates set forth below. In the event such an existing unit is discontinued at Customer's option, it shall not thereafter be available at such location. No additional such units will be supplied, and in the event any such other unit shall fail and cannot be made operative in the field, at Customer's option the Company will, at Company's cost, after reasonable notification to Customer, either (a) remove and not replace the defective fixtures, or (b) replace the same with Company's high pressure sodium vapor fixture of Customer's choice which will thereafter be billed at the appropriate rate; except that a new mercury vapor unit will be installed upon the Customer's request if it is to be within a block which already has existing mercury vapor units or adjacent to an area which has existing mercury vapor units. However, if the existing area served by mercury vapor is separated from the unlighted area by an identifiable visual break, such as a major thoroughfare, a major intersection, a body of water, or a grove of trees, etc., no mercury vapor units will be installed in the unlighted area. In all other instances where such visual break is not readily identifiable, the Customer will make the determination as to whether mercury vapor units are to be installed but in all instances, the Customer will make every effort to install high pressure sodium vapor units.

By December, 1986, the Company will develop a conversion program to assist the Customer in converting existing mercury vapor lighting units to high pressure sodium vapor fixtures. Such a program shall address the reduction of the cost to the Customer of installing high pressure sodium vapor fixtures as replacements for mercury vapor units.

(Continued)

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Municipal - County

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MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE

INCANDESCENT, MERCURY VAPOR, AND
URBANLITES CLOSED TO NEW INSTALLATIONS REQUESTED
AFTER JANUARY 1, 1983 EXCEPT AS OUTLINED HEREIN
(Continued)

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. Mercury Vapor (MV) and High Pressure Sodium Vapor (HPSV) Units

Approximate Lumens	Input Wattage	Monthly kWh	Rate Per Unit Per Month Effective			
			7-1-85	1-1-86	7-1-86	7-1-87
3,300 MV	125	40	\$ 7.66	\$ 8.26	\$ 8.54	\$ 8.90
7,000 MV	208	70	\$ 9.24	\$ 9.96	\$10.30	\$10.72
11,000 MV	294	100	\$12.11	\$13.05	\$13.50	\$14.06
20,000 MV	452	150	\$17.44	\$18.80	\$19.45	\$20.25
33,000 MV	765	250	\$27.44	\$29.57	\$30.59	\$31.86
53,000 MV	1,080	360	\$35.55	\$38.31	\$39.63	\$41.28

2. Urbanlites --- Rectangular shaped luminaires which provide sharp cutoff light patterns along with decorative, environmental qualities, applicable to Roadway and Area Lighting Service.

Approximate Lumens	Input Wattage	Monthly kWh	Rate Per Unit Per Month Effective			
			7-1-85	1-1-86	7-1-86	7-1-87
20,000 MV	452	150	\$26.63	\$28.70	\$29.60	\$30.93
14,000 HPSV	202	70	\$21.47	\$22.50	\$22.97	\$23.55
23,000 HPSV	315	105	\$23.35	\$24.47	\$24.98	\$25.61

3. Directional Lighting Service

Approx. Lumens	Monthly kWh	Rate Per Unit Per Month							
		First Unit Per Pole Effective				Each Additional Unit Per Pole Effective			
		7-1-85	1-1-86	7-1-86	7-1-87	7-1-85	1-1-86	7-1-86	7-1-87
20,000 MV	150	\$18.87	\$20.34	\$21.04	\$21.92	\$14.21	\$15.31	\$15.84	\$16.50
53,000 MV	360	\$34.29	\$36.96	\$38.23	\$39.82	\$25.16	\$27.12	\$28.06	\$29.23

(Continued)

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MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
INCANDESCENT, MERCURY VAPOR, AND
URBANLITES CLOSED TO NEW INSTALLATIONS REQUESTED
AFTER JANUARY 1, 1983 EXCEPT AS OUTLINED HEREIN
(CONTINUED)

4. Incandescent (INC.) Units

Approximate Lumens	Monthly kWh	Rate Per Unit Per Month Effective			
		7-1-85	1-1-86	7-1-86	7-1-87
2,500 INC.	70	\$ 9.07	\$ 9.84	\$10.25	\$10.68
4,000 INC.	110	\$11.00	\$11.94	\$12.44	\$12.96
6,000 INC.	150	\$11.10	\$12.04	\$12.54	\$13.06
10,000 INC.	230	\$14.47	\$15.70	\$16.35	\$17.03
15,000 INC.	290	\$20.67	\$22.43	\$23.36	\$24.33
20,000 INC.	130	\$26.62	\$27.54	\$28.49	\$29.68

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II.A. above. The minimum charge shall be increased by any positive applicable fuel adjustment factor.

III. PAYMENTS

Bills are due and payable from the billing date as provided in Paragraph VI of the Terms and Conditions of which this Schedule is a part.

(Continued)

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MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE

INCANDESCENT, MERCURY VAPOR, AND
URBANLITES CLOSED TO NEW INSTALLATIONS REQUESTED
AFTER JANUARY 1, 1983 EXCEPT AS OUTLINED HEREIN

(CONTINUED)

IV. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make either overhead or underground installations in accordance with Paragraph III of the Terms and Conditions of the Agreement of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly. The Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within three working days after such report for overhead installations and within five working days for underground installations. If not repaired in that time, the Customer or his representative shall then report the condition to the District Manager in the Customers district. If after such report, repair has not been made within an additional two working days for overhead or five working days for underground, the Company will adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company. The above schedule will not be applicable to outages caused by and requiring abnormal or extraordinary circumstances/repairs.

V. AVAILABILITY OF SCHEDULE

This schedule will be available on and after July 1, 1985 through June 30, 1988.

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STREET LIGHTING FIXTURES ON BRIDGES AND OVERPASSES

The Company will install, own, and maintain its standard design aluminum bridge poles, fixtures, arms, shock pads, dampers, pole foundation mounting bolts, photo controls, lamps, wire, cable and associated connectors provided:

- a. Distance from water level to bridge deck does not exceed forty (40) feet.
- b. Length of arm does not exceed eight (8) feet.
- c. Luminaire requested is 8,000 - 14,000 or 23,000 lumen high pressure sodium vapor.

and the Customer:

1. Installs, maintains, and operates all fixed items including, but not limited to, conduit, handholes, and pole foundations, to company specifications.
2. At the time of installation, pays the excess cost, if any, to the extent such installation costs exceeds two times the estimated annual revenue, excluding fuel clause revenue.
3. Pays the rate shown for bridge and overpass lighting in effect from time to time.
4. Supplies law enforcement personnel to effect traffic control when maintenance is required on the facilities supplied by the Company if special safety equipment not used elsewhere on the Virginia Power system is required and the safety of Virginia Power employees becomes at risk.
5. Agrees to continue to pay for the installation for a period of five years from the date of the original installation and continuing thereafter until ninety days notice of termination is given, notwithstanding the fact that the Agreement to which this provision is a part will terminate prior to such date.

Repair of fixtures will be performed in the same manner and same time period as for underground facilities as specified in Section IV of the Street Lighting Schedules. In such case, the schedule of repair will be coordinated with the Customer.

Sodium Vapor Lumens	Input Wattage	Monthly kWhr	Monthly Rate/Unit* Effective			
			7-1-85	1-1-86	7-1-86	7-1-87
8,000	120	40	N/A	\$32.34	\$33.02	\$33.85
14,000	202	70	N/A	\$33.89	\$34.60	\$35.47
23,000	315	105	N/A	\$37.75	\$38.54	\$39.51

*Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause

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STREET LIGHTING PATROL SERVICE

G

Upon request by the Customer, the Company will furnish to Customer a patrolling service of one or more units consisting of a motor vehicle and operator (who shall be an employee of Company) to patrol the streets, roadways, alleys and other accessible public areas within the Customer's jurisdictional limits, as designated by Customer, and report street lights furnished by Company which are not in proper operating condition. The charge for such service shall be at the rate of \$21.46 per hour for each patrolling unit furnished. Such service shall be for such hours and days of the week as agreed upon by the Company and Customer. In the event such patrolling service is furnished hereunder, each patrol shall give prompt notice of all such lights not properly operating to Company and to Customer (with reasonable identification thereof) and such notice shall satisfy all notice requirements in Paragraph IV of all Street Lighting Schedules included in this Agreement. Such patrol rate is subject to adjustment for increased costs by the Company at the beginning of each succeeding year of this Agreement.

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Except as may be modified as provided herein,
This Schedule Effective 07-01-85

STREET LIGHTING - SPECIAL FIXTURES

If requested by Customer, the Company shall install special street lighting fixtures and/or poles that are of standard manufacture (i.e., manufacturer's inventory items) and do not require extraordinary handling or maintenance as follows:

1. The Customer shall provide all fixed items; such as, conduit, hand holes, manholes, and pole bases, etc. The Customer will pay the excess 4 to 1 ratio of a normal street lighting installation plus the cost difference between normal and special street lighting installation with the latter charge as a monthly facilities charge (latter charge as a monthly facilities charge is exclusive of spun aluminum poles). This monthly charge will be 0.77% times the cost difference plus the standard street lighting rate from the current contract. If, however, storage for these items shall be provided by the Company, then the monthly charge shall be 1.93% times the cost difference plus such standard street lighting rate.
2. A perpetual inventory of these special fixtures/poles/replacement parts as may be required will be provided by the Customer to consist of not less than 10 units or 10 percent of the installed fixtures/poles, whichever is greater. If the inventory is maintained by the Company, the Customer, upon request, will be provided quarterly reports of the inventory.
3. Unless Customer maintains the storage, Customer agrees to install, in a 12 month period, a minimum of 50 fixtures/poles of the same type and/or lumen output.
4. If the fixtures/poles prove to require an excessive amount of maintenance, the Company and Customer will agree upon a modified facility charge rate.
5. Customer agrees to have an initial term of five (5) years for installation of the fixtures/poles continuing thereafter until 90 days written notice of termination is given.
6. Should the Customer request a change in the special fixtures/poles such change shall be paid for by the Customer.
7. Customer shall pay the Company its cost of purchasing any special fixtures, poles or parts for replacement for existing installations as well as for repair. Such cost shall be the greater of the invoice cost plus 10 percent or the invoice cost plus \$40.00.

(Continued)

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Municipal - County

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STREET LIGHTING - SPECIAL FIXTURES

(CONTINUED)

8. Maintenance and servicing of these special fixtures/poles shall be at a standard not less than that furnished to other fixtures provided by the Company to the Customer and as specified in Paragraph IV of the Street Lighting Schedules.

9. Customer agrees that the special fixtures/poles to be requested will meet the engineering and safety requirements of the Company as follows:

- a. meet ANSI standards
- b. be of utility quality or better
- c. be capable of being maintained within Company safety standards
- d. accept the Company's normal sodium vapor lamp
- e. meet Company specifications for quality

10. The rate included in any special streetlighting Agreements existing as of the effective date of this Agreement shall be restated to account for fuel in the same manner as other rates in this Agreement and increased by the same percentage as agreed to for overall electric service generally.

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MUNICIPAL AND COUNTY
FUEL ADJUSTMENT CLAUSE

When the County and Municipal fuel cost per kilowatthour sold during the three months ended with the second month preceding a billing month is above or below 1.404¢ per kilowatthour, adjusted for line loss, then this fuel adjustment clause becomes applicable and a fuel adjustment factor shall be calculated with the formula shown below to the nearest thousandth of a cent and applied as an adjustment to all Customers' bills for such billing month:

$$F = \frac{(E_1 + E_2)}{S} - B (T) (100)$$

Where:

F = Fuel adjustment factor in cents per kilowatthour

E₁ = North Anna fuel expenses directly related to the Company's owned portion of the plant plus Old Dominion Electric Cooperative Buyback energy expenses experienced during the three months ended with the second month preceding the billing month allocated at production level to Municipal and County Customers.

E₂ = Total fuel expenses less North Anna fuel expenses directly related to the Company's owned portion of the plant and Old Dominion Electric Cooperative Buyback energy expenses experienced during the three months ended with the second month preceding the billing month allocated at production level to Municipal and County Customers.

1. The system monthly fuel expenses allocated to municipal and County Customers are determined as follows:

- a. The cost of fossil fuels shall be those items initially charged to account 151 and cleared to accounts 501, 518, and 547 on the basis of fuel used. In those instances where a fuel stock account (151) is not maintained, eg., gas for combustion turbines, the amount shall be based on the cost of fuel consumed and entered in account 547.
- b. The cost of nuclear fuel shall be the amount contained in account 518 except that if account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.
- c. Total energy costs associated with purchased and interchanged power and charged to account 555 shall be recoverable as fuel costs.

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Municipal - County

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MUNICIPAL AND COUNTY

I

FUEL ADJUSTMENT CLAUSE

(Continued)

d. The Company shall be permitted to adjust for system losses associated with the Municipal and County customers through methods consistent with those approved for use in the Virginia Jurisdiction.

S = Total Municipal and County kilowatthour sales during the three months ended with the second month preceding the billing month.

B = Base cost of fuel per kWh sold adjusted for line loss.

T = Adjustment for state and local taxes measured by gross receipts:
100% divided by (100% minus applicable gross receipts tax rate).

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MUNICIPAL AND COUNTY
TEMPORARY SERVICE CHARGE

Upon request of the Customer, temporary service shall be supplied under the following conditions:

- A. The Customer shall pay to the Company, prior to connection of the service, a Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premises, but in no case shall such charge be less than \$16.56 .
- B. Where temporary service is furnished at a permanent service location, the Temporary Service Charge will be the net cost of the Company, including overhead costs, which is in excess of the estimated cost of furnishing the permanent service.
- C. When the construction necessary to install the required service is a service drop (single phase; 3 wire overhead) or underground service from an existing secondary, or from an existing padmounted transformer, the Customer may elect to pay, in lieu of the charges described in Paragraph A. or B., the currently effective flat charge as approved by the Virginia State Corporation Commission, provided that the temporary service meets the required specifications. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B., above, then the flat charge under this Paragraph C. will not be applicable.

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Municipal - County

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MUNICIPAL AND COUNTYEXCESS FACILITIES SERVICE RATE

When the Customer is provided excess of normal facilities in accordance with Section X. of this Agreement, the Customer will pay a facilities charge as follows:

- A. The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.93% of the estimated new installed cost of all facilities provided by the Company in addition to those the Company would normally provide to supply electricity to the Customer at one delivery point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable rate schedule. Only those electrical facilities applied for in accordance with this provision prior to March 1, 1980 and contracted for prior to September 1, 1980 will be provided. If charges under this provision are discontinued at the Customer's option, this provision shall not again be available at that location.
- B. In lieu of the charge specified in Paragraph A. above, the Customer agrees to pay, (a) a one-time Facilities Charge equal to the estimated new installed cost of all facilities provided by the Company in addition to those the Company would normally provide to supply electricity to the Customer at one delivery point, plus (b) a Monthly Facilities Charge equal to 0.77% of said cost.

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